

PLANTS DIRECT (2007) LIMITED t/a "TREES & MORE"

Plants Direct (2007) Limited ("Trees & More")
520A Pyes Pa Road, Tauranga
Telephone: 07-_____ Facsimile: 07-_____
Email: _____

APPLICATION FOR TRADING ACCOUNT AND ACKNOWLEDGEMENT OF TRADING TERMS

Trading Name _____

Address _____

Postcode _____ Phone No. _____ Fax No. _____ Mobile No. _____

Company Name (if applicable) _____ Company No. _____

Registered Office Address _____

Town/City _____ Postcode _____ Phone No. _____

Type of Organisation: Sole Trader Partnership Company Trust Other

Name of: Partner(s) Proprietor(s) Director(s) Trustee(s)
Names (in full) _____ Residential Address _____ Date of Birth _____

- 1) _____
- 2) _____
- 3) _____

Supply 3 Credit References (Not Banks):

- 1) _____ Phone No. _____
- 2) _____ Phone No. _____
- 3) _____ Phone No. _____

APPLICANT'S SIGNATURE(S) – We hereby agree to comply with the Trading Terms of Tauranga Electrical as set out on the back.

- 1) _____
- 2) _____

GUARANTEE

(This Section must be completed and signed by the Guarantor(s))

IN CONSIDERATION of your agreeing to supply _____
of _____ ("the Purchaser")
with goods or credit I (name and address of Guarantor(s)) _____

HEREBY AGREE AND COVENANT with you as follows:

- 1) I shall be answerable and responsible to you upon demand for the due payment by the Purchaser for all such Products as you may from time to time supply to it whether I have had notice or not of none payment for such Products according to your terms and will indemnify you against all losses and costs whatsoever which you may incur by reason of any default on the part of the Purchaser.
- 2) This agreement shall be a continuing guarantee to you for all debts whatsoever contracted by the Purchaser with you in respect of Products to be supplied to it.
- 3) You are to be at liberty without notice to me at any time and without in any way discharging me from any liability hereunder to grant time or other indulgence to the Purchaser and to accept payment from it in cash or by means of negotiable instruments and to treat me in all respects as though I were jointly and severally liable with it to you instead of being merely surety for it and I waive all and any of my rights as surety which may be inconsistent with any of the above provisions.
- 4) A certificate signed by your authorised officer stating the amount of monies payable by the Purchaser shall be prima facie evidence against me that the amount stated is the amount due by me without it being necessary for you to produce evidence to verify such amount.
- 5) In this agreement the singular includes and plural and vice versa; reference to one gender includes the reference to any other gender and referred to a person includes reference to a corporation.
- 6) I agree that the guarantees and indemnities given by me under this agreement are on behalf of myself, my executors, administrators and assigns and are for the benefit of you and your assigns.

DATED this _____ day of _____ 2009

GUARANTORS SIGNATURE(S) – We hereby agree to comply with the Trading Terms of Trees & More as set out on the back and which may vary without notice.

- 1) _____
- 2) _____

**PLANTS DIRECT (2007) LIMITED t/a “TREES & MORE”
 (“the Company”)**

Terms and Conditions of Trade

APPLICATION OF TERMS AND CONDITIONS

Where an order has been placed and accepted a contract for supply will be deemed to exist and these terms and conditions of trade to have been agreed to. No alterations to these terms and conditions shall be binding on the Company unless agreed to in writing.

PRICE

All prices are in NZ Dollars, exclusive of GST and because of many factors including increased supply costs, are subject to change without notice.

PAYMENTS

A deposit of 50% of the price for Products is required with your order. The balance is payable on the 20th of the month following delivery. Overdue accounts will be subject to an interest charge of 2% per month from the due date until payment is received in full of the overdue amount and all accrued interest. All cheques should be made out to **Trees & More**.

We also accept payment by Visa or Mastercard. However payment in full at the time of order is required where payment is made by credit card, and in the case of wholesale customers an additional financial services fee of 3% of the price of the Products shall apply. Please quote number, expiry date and full name as shown on card, with the last three digits of your security code located on the signature strip.

If any account is in dispute, the undisputed portion of the account shall be payable as above. Payment of the disputed portion may only be withheld provided it is brought to the attention of the Company immediately it is discovered.

An accounting fee of \$5.00 will be added to invoices under the minimum total value of \$100.00 (including GST).

The Company reserves the right to limit credit and/or withdraw monthly credit facility or to withhold or suspend the delivery of goods at any time while any overdue amounts owing remain unpaid.

In the event that your account is not met within our trading terms, we reserve the right to pass the unpaid account to a debt collection agency or solicitor and all debt collection costs, legal and related costs incurred in the recovery of any unpaid account will be payable by you.

OWNERSHIP OF PRODUCTS

Legal ownership of Products remains with the Company and shall not pass to the purchaser until such time as the purchase price has been paid in full. If the purchaser is in default of payment we shall be entitled to repossess any Products and we are hereby authorised to enter upon any premises at which the Products are situated, at any reasonable time, to uplift any such Products.

RISK

All goods are carried at the Purchaser's risk and the Purchaser is responsible for any insurance of Products (if required). The Company accepts no liability for any default or delays in the delivery of the order or any part of it.

DELIVERY

Our aim is to despatch orders within 14 days of receipt unless otherwise stated. However freight charges advised to you are based on adequate volumes for transport efficiency and delivery may be deferred pending this being achieved.

RETURN OF GOODS

The Company reserves the right in its absolute discretion to accept a return of the Product or to credit the Purchaser with the cost thereof, in the event of acceptance of such a return. We give no undertaking to replace failures. It is your responsibility to select and be satisfied with the quality of plants purchased.

DAMAGED PRODUCTS

All claims for damage to Products whilst in transit must be received by us within 24 hours of delivery. We reserve the right to inspect Products in respect of which damage is claimed.

AVAILABILITY

Acceptance of all orders is subject to availability of Products. If we are unable to supply Products ordered, we will advise you within 7 days.

INDENT AND/OR NON-STANDARD GOODS

Orders for the indent of lines not normally stocked by us cannot be cancelled before delivery or returned for credit or replacement after delivery.

PRIVACY ACT

Placement and acceptance of an order constitutes the Purchaser's authority for any person or company to provide you with such information as you may require in response to your credit inquiries and for you to furnish to any third party details of the order and any subsequent dealings that the Purchaser may have with the Company.

WARRANTY

The sale of Products by the Company is made strictly on the basis that the Purchaser accepts the following conditions:

- All pictorial representations of Products are by way of example only.
- All cultural and descriptive information provided is for use as a guide only.
- Variations may occur due to geographical locations, soil conditions or cultural and management practices. The Company will not accept responsibility for accuracy of this information.
- The Company warrants to the extent of the purchase price that Products are as described within recognised tolerances.
- The Company gives no further warranty, expressed or implied, and will not be held liable for any direct, indirect or consequential loss arising from the use of any Products supplied by the Company, any failings in the performance of, or any defect in, the Products supplied by the Company, or from any acts or omissions of the Company pursuant to these terms and conditions.

The Liability of the Company as the vendor of the Product whether in contract (or pursuant to any cancellation of any contract) or in tort, for any loss, damage or injury arising directly or indirectly from any misdescription, defect or non-compliance of the product supplied (whether such liability arises from any express term of any contract or is implied by law), or for any failure to achieve the result expected or for any representation made, or for negligence, is limited to replacement of such Product, at the Company's option, or to damages not exceeding the purchase price of the Product in respect of which such liability arises.

Plants Direct (2007) Limited t/a "Trees & More" shall have no further liability or responsibility for any direct, indirect or consequential injury or loss whatsoever.

DEFINITIONS

- PURCHASER:** is the person or firm purchasing product from the Company.
PRODUCTS: are products and services purchased by the Purchaser from the Company.
PERSON: refers to partnership, individual, Company, Corporation or any legal entity.